Company Tracking Number: 3005

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

Filing at a Glance

Company: Sagicor Life Insurance Company

Product Name: Single Premium Deferred SERFF Tr Num: AMFD-126957386 State: Arkansas

Annuity

TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 47638

Variable Closed

Sub-TOI: A02I.003 Single Premium Co Tr Num: 3005 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Francine Cardon Disposition Date: 01/25/2011

Date Submitted: 01/05/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: 3005 Status of Filing in Domicile: Pending

Project Number: 3005

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Overall Rate Impact: Filing Status Changed: 01/25/2011
State Status Changed: 01/13/2011

Deemer Date: Created By: Francine Cardon

Submitted By: Francine Cardon Corresponding Filing Tracking Number:

Filing Description:

RE: Sagicor Life Insurance Company

Policy Forms: 3005 –Single Premium Deferred Annuity Contract

NAIC 60445, FEIN 74-1915841

5040 - Individual Annuity Application

The above referenced forms are being submitted to you for your review and approval. These are new forms and will not replace any forms currently on file with your department. No part of this filing contains any unusual or possibly

SERFF Tracking Number: AMFD-126957386 State: Arkansas
Filing Company: Sagicor Life Insurance Company State Tracking Number: 47638

Company Tracking Number: 3005

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

controversial items from normal company or industry standards. These documents are final printed versions.

Form 3005 Single Premium Deferred Annuity contract has a Market Value Adjustment (MVA) which is effective during the period surrender charges apply. Payment of the death benefit is triggered by the death of the owner. The surrender charge period is seven years.

Each contract year the owner may withdraw up to 10% of the account value without a surrender charge. The contract also offers a penalty free withdrawal in the case of confinement to a nursing home or confined care facility. A Withdrawal, in excess of the maximum Penalty Free Withdrawal amount, will be subject to an MVA for the period during which Surrender Charges apply.

The policy will be marketed through independent agents. The minimum issue age for the contract is 0 and the maximum age is 85.

If you need any additional information, please contact me at 800-531-5067, extension 5652or at Francine_Cardon@sagicor.com. Thank you for your assistance in this matter.

Sincerely,

Francine Cardon Contract Analyst

Company and Contact

Filing Contact Information

Francine Cardon, Compliance Analyst Francine_Cardon@sagicor.com

 4343 N. Scottsdale Road
 480-425-5100 [Phone]

 Suite 300
 480-425-5150 [FAX]

Scottsdale, AZ 85251

Filing Company Information

Sagicor Life Insurance Company CoCode: 60445 State of Domicile: Texas

4343 N. Scottsdale Road Group Code: 3766 Company Type:
Suite 300 Group Name: State ID Number:

Scottsdale, AZ 85251 FEIN Number: 74-1915841

(800) 531-5067 ext. 5653[Phone]

SERFF Tracking Number: AMFD-126957386 State: Arkansas
Filing Company: Sagicor Life Insurance Company State Tracking Number: 47638

Company Tracking Number: 3005

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

Filing Fees

Fee Required? Yes

Fee Amount: \$100.00

Retaliatory? No

Fee Explanation: Domicile state fee is \$100 per filing - the same amount for this filing.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Sagicor Life Insurance Company \$100.00 01/05/2011 43456459

Company Tracking Number: 3005

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|---------------------|------------|------------|----------------|
| Approved- Closed | Linda Bird | 01/25/2011 | 01/25/2011 |
| Approved- Closed | Linda Bird | 01/13/2011 | 01/13/2011 |

Amendments

| Schedule | Schedule Item Name | Created By | Created On | Date Submitted |
|----------|--|-----------------|------------|----------------|
| Form | Single Premium Deferred Annuity with Market Value Adjustment Feature | Francine Cardon | 01/25/2011 | 01/25/2011 |

Filing Notes

| Subject | Note Type | Created By | Created On | Date Submitted |
|-------------------|------------------|-----------------|---------------|----------------|
| Request to reopen | Note To Filer | Linda Bird | 01/18/201 | 1 01/18/2011 |
| Request to reopen | Note To Reviewer | Francine Cardor | n 01/17/201 | 1 01/17/2011 |

Company Tracking Number: 3005

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

Disposition

Disposition Date: 01/25/2011

Implementation Date: Status: Approved-Closed

Comment: Company has made corrections to the original contract approved on 1/13/11.

Rate data does NOT apply to filing.

Company Tracking Number: 3005

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

| Schedule | Schedule Item | Schedule Item Status Public Access |
|---------------------|--------------------------------------|------------------------------------|
| Supporting Document | Flesch Certification | Yes |
| Supporting Document | Application | Yes |
| Supporting Document | Life & Annuity - Acturial Memo | No |
| Form (revised) | Single Premium Deferred Annuity with | Yes |
| | Market Value Adjustment Feature | |
| Form | Single Premium Deferred Annuity with | Replaced Yes |
| | Market Value Adjustment Feature | |
| Form | Individual Annuity Application | Yes |

Company Tracking Number: 3005

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

Disposition

Disposition Date: 01/13/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 3005

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

| Schedule | Schedule Item | Schedule Item Status Public Access |
|---------------------|--------------------------------------|------------------------------------|
| Supporting Document | Flesch Certification | Yes |
| Supporting Document | Application | Yes |
| Supporting Document | Life & Annuity - Acturial Memo | No |
| Form (revised) | Single Premium Deferred Annuity with | Yes |
| | Market Value Adjustment Feature | |
| Form | Single Premium Deferred Annuity with | Replaced Yes |
| | Market Value Adjustment Feature | |
| Form | Individual Annuity Application | Yes |

Company Tracking Number: 3005

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

Amendment Letter

Submitted Date: 01/25/2011

Comments:

Thank you for reopening the filing. The revised policy has been placed under the Form Schedule tab.

Thank you for your consideration.

Francine Cardon

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

| Form Number | Form Type | Form Name | Action | Form Action Other | Previous Filing # | Replaced Form # | Readability Score | Attachments |
|----------------|-----------------|--------------|---------|-------------------------|----------------------|--------------------|----------------------|-------------------------------|
| 3005 | Insert Page, | l Premium | Initial | | | | 45.800 | 3005 file copy 1.11.11.pdf |

SERFF Tracking Number: AMFD-126957386 State: Arkansas
Filing Company: Sagicor Life Insurance Company State Tracking Number: 47638

Company Tracking Number: 3005

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

Note To Filer

Created By:

Linda Bird on 01/18/2011 11:17 AM

Last Edited By:

Linda Bird

Submitted On:

01/18/2011 11:17 AM

Subject:

Request to reopen

Comments:

Filing has been re-opened in order for corrections to be made in the original submission.

SERFF Tracking Number: AMFD-126957386 State: Arkansas
Filing Company: Sagicor Life Insurance Company State Tracking Number: 47638

Company Tracking Number: 3005

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

Note To Reviewer

Created By:

Francine Cardon on 01/17/2011 10:18 AM

Last Edited By: Francine Cardon

Submitted On:

01/17/2011 10:18 AM

Subject:

Request to reopen

Comments:

Thank you for your prior approval. The contract has been updated by adding an additional benefit, due to this additional benefit we are requesting that this filing be reopened. A Terminal Illness provision has been added on page 12, which states: "The Company will determine Your qualification for the 100% Maximum Free Percentage under this provision after You provide to Us a Licensed Physician's written diagnosis that Your life expectancy is six months or less. We reserve the right to require, at Your expense, documentation supported by clinical, radiological, histological and laboratory evidence of the terminal illness diagnosis. The documentation must be satisfactory to Us and We may require, at Our expense, an examination or tests by a Licensed Physician of Our choice."

Due to the additional benefit the Penalty Free Withdrawal provision the last paragraph was revised to state: "If after the Effective Date of the Contract, You meet the qualifications specified in the Nursing Home Facility or Confined Care Facility Confinement provision or the Terminal Illness provision, the Maximum Free Percentage will be 100%. The Company will determine Your qualification for the 100% Maximum Free Percentage after Your completion and submission to Us of a Company provided qualification determination form. If we determine You to be qualified, You remain qualified from that date forward regardless of Your confinement status after that date."

No other revisions have been made to the Contract or form number.

We respectfully ask that you consider and approve the revised Contract.

Thank you,

Francine Cardon

Company Tracking Number: 3005

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

Project Name/Number: 3005/3005

Form Schedule

Lead Form Number: 3005

| Schedule | Form | Form Type Form Name | Action | Action Specific | Readability | Attachment |
|----------|--------|------------------------------------|---------|-----------------|-------------|----------------|
| Item | Number | | | Data | | |
| Status | | | | | | |
| | 3005 | Policy/Cont Single Premium | Initial | | 45.800 | 3005 file copy |
| | | ract/Fratern Deferred Annuity with | h | | | 1.11.11.pdf |
| | | al Market Value | | | | |
| | | Certificate: Adjustment Feature | | | | |
| | | Amendmen | | | | |
| | | t, Insert | | | | |
| | | Page, | | | | |
| | | Endorseme | | | | |
| | | nt or Rider | | | | |
| | 5040 | Application/Individual Annuity | Initial | | 45.800 | 5040 Annuity |
| | | Enrollment Application | | | | App filed.pdf |
| | | Form | | | | |



LIFE INSURANCE COMPANY

4343 N. Scottsdale Rd., Suite 300 Scottsdale, Arizona 85251/1-888-724-4267 SagicorLifeUSA.com

A Stock Insurance Company

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT WITH MARKET VALUE ADJUSTMENT FEATURE

Sagicor Life Insurance Company will, subject to the terms of this Contract, pay an annuity commencing on the Maturity Date. If the Owner dies while the Contract is in force and before the Maturity Date, the Company will pay a Death Benefit to the Beneficiary.

RIGHT TO EXAMINE CONTRACT

Your premium paid will be refunded if this Contract is returned to Us or Our representative for cancellation within 30 days after it is delivered. This Contract will then be deemed void from its beginning.

READ YOUR CONTRACT CAREFULLY. This Contract is a legal contract between You and Us.

Signed for Us at Our Home Office in Scottsdale, Arizona.

Secretary

President

TOM. Completell

IMPORTANT NOTICE

THE OPERATION OF THE CONTRACT'S MARKET VALUE ADJUSTMENT FORMULA MAY RESULT IN EITHER AN UPWARD OR DOWNWARD ADJUSTMENT IN FULL OR PARTIAL WITHDRAWAL AMOUNTS.

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT WITH MARKET VALUE ADJUSTMENT FEATURE

Fixed Interest Rate
Non-Participating
Contains a Benefit Waiving Surrender Charges

GUIDE TO CONTRACT PROVISIONS

| Insuring Agreement | [1] | Contract Value Provisions | [9] |
|---------------------------------------|-----|--|------|
| Right To Examine Contract | [1] | Accumulation Value | [9] |
| Read Your Contract Carefully | [1] | Cash Surrender Value | [9] |
| Guide to Contract Provisions | [2] | Guaranteed Accumulation Value | [9] |
| Contract Data Page | [3] | Guaranteed Cash Surrender Value | [9] |
| Contract Information | [3] | Interest Crediting | [9] |
| Table of Surrender Charge Percentages | [3] | Fixed Interest Rate | [9] |
| Table of Guaranteed Values | [4] | Guaranteed Minimum Fixed Interest Rate | [9] |
| Definitions | [5] | Market Value Adjustment | [9] |
| The Contract | [5] | Withdrawals | [10] |
| Entire Contract | [5] | In General | [10] |
| Incontestability | [5] | Surrender Charge | [10] |
| Change of Contract Terms | [5] | Non-Penalty Free Withdrawals | [10] |
| General Contract Provisions | [6] | Penalty Free Withdrawals | [11] |
| Non-Participating | [6] | Nursing Home Facility or Confined Care | |
| Misstatement of Age and Sex | [6] | Facility Confinement | [11] |
| Assignment | [6] | Terminal Illness | [12] |
| Annual Statement | [6] | Settlement Options | [12] |
| Termination | [6] | In General | [12] |
| Premium Payment | [7] | Election of Settlement Option | [12] |
| Payment and Acceptance of Premium | [7] | Annuity Payments | [12] |
| Owner and Annuitant Provisions | [7] | Annuity Payments Begin | [13] |
| Owner | [7] | Guaranteed Interest | [13] |
| Change of Owner | [7] | Protection Against Creditors | [13] |
| Change of Annuitant | [7] | Settlement Options | [13] |
| Beneficiary Provisions | [7] | Settlement Options Tables | [14] |
| In General | [7] | | |
| Primary/Contingent Beneficiary | [7] | | |
| Irrevocable Beneficiary | [7] | | |
| Change of Beneficiary | [7] | | |
| Payment of Proceeds | [8] | | |
| In General | [8] | | |
| Death of Annuitant | [8] | | |
| Death of Owner | [8] | | |
| Payment of Death Benefit | [8] | | |
| Claims of Creditors | [9] | | |

CONTRACT DATA PAGE

CONTRACT NUMBER: [XXXXXXXXX]

EFFECTIVE DATE: [APRIL 1, 2007] **MATURITY DATE:** [APRIL 1, 2072]

ANNUITANT: [JOHN DOE] AGE & SEX OF ANNUITANT: [35] [Male]

OWNER: [JOHN DOE] AGE & SEX OF OWNER: [35] [Male]

PLAN: SINGLE PREMIUM DEFERRED ANNUITY

WITH MARKET VALUE ADJUSTMENT

PREMIUM PAID: [\$2,000]

INITIAL FIXED INTEREST RATE 2%

GUARANTEED MINIMUM FIXED

INTEREST RATE: 2.00% DURING YEARS 1 THROUGH 10

INCLUSIVELY, AND 3.00% THEREAFTER

MAXIMUM FREE PERCENTAGE: 10% IN EACH CONTRACT YEAR

DEATH BENEFIT: THE ACCUMULATION VALUE

CONTRACT REPORT FEE: \$25 for each additional Report in a Contract Year

SURRENDER CHARGE PERIOD: 6 years

You may contact the [State] Department of Insurance at [xxx-xxx-xxxx]

TABLE OF SURRENDER CHARGE PERCENTAGES

| | Surrender Charge | | Surrender Charge | | |
|----------------------|------------------|---------------|------------------|--|--|
| Contract Year | Percentage | Contract Year | Percentage | | |
| 1 | 7% | 5 | 5% | | |
| 2 | 7% | 6 | 3% | | |
| 3 | 7% | 7 and late | 0 | | |
| 4 | 6% | | | | |

TABLE OF GUARANTEED VALUES

The values shown below are based on the payment of the Single Premium of [\$2,000]. The values assume that there are no Withdrawals, no premium taxes, and the Contract does not terminate at the end of the applicable Contract Year.

Values for years not shown will be furnished upon request.

| End of Contract | | Guaranteed | Guaranteed Minimum |
|--------------------|--------------|--------------------|--------------------|
| Year | Premium | Accumulation Value | Surrender Value |
| 1 | \$ [2,000.00 | \$ 2,040.00 | \$ 1,897.20 |
| 2 | | \$ 2,080.80 | \$ 1,949.71 |
| 3 | | \$ 2,122.42 | \$ 1,988.70 |
| 4 | | \$ 2,164.86 | \$ 2,047.96 |
| 5 | | \$ 2,208.16 | \$ 2,108.79 |
| 6 | | \$ 2,252.32 | \$ 2,191.51 |
| 7 | | \$ 2,297.37 | \$ 2,297.37 |
| 8 | | \$ 2,343.32 | \$ 2,343.32 |
| 9 | | \$ 2,390.19 | \$ 2,390.19 |
| 10 | | \$ 2,437.99 | \$ 2,437.99 |
| 11 | | \$ 2,511.13 | \$ 2,511.13 |
| 12 | | \$ 2,586.46 | \$ 2,586.46 |
| 13 | | \$ 2,664.06 | \$ 2,664.06 |
| 14 | | \$ 2,743.98 | \$ 2,743.98 |
| 15 | | \$ 2,826.30 | \$ 2,826.30 |
| 16 | | \$ 2,911.09 | \$ 2,911.09 |
| 17 | | \$ 2,998.42 | \$ 2,998.42 |
| 18 | | \$ 3,088.37 | \$ 3,088.37 |
| 19 | | \$ 3,181.02 | \$ 3,181.02 |
| 20 | | \$ 3,276.45 | \$ 3,276.45 |
| 21 | | \$ 3,374.75 | \$ 3,374.75 |
| 22 | | \$ 3,475.99 | \$ 3,475.99 |
| 23 | | \$ 3,580.27 | \$ 3,580.27 |
| 24 | | \$ 3,687.68 | \$ 3,687.68 |
| 25 | | \$ 3,798.31 | \$ 3,798.31 |
| 30 | | \$ 4,403.28 | \$ 4,403.28 |
| 35 | | \$ 5,104.61 | \$ 5,104.61 |
| 40 | | \$ 5,917.64 | \$ 5,917.64 |
| 45 | | \$ 6,860.17 | \$ 6,860.17 |
| 50 | | \$ 7,952.81 | \$ 7,952.81 |
| 55 | | \$ 9,219.49 | \$ 9,219.49 |
| 60 | | \$ 10,687.91 | \$ 10,687.91 |
| 65 | | \$ 12,390.22 | \$ 12,390.22 |
| 70 | | \$ 14,363.66 | \$ 14,363.66] |
| | | | |

DEFINITIONS

APPLICATION is the form You completed to apply for this Contract. A copy is attached to and made a part of this Contract.

CONTRACT ANNIVERSARY occurs once each year on the same month and day as the Effective Date.

CONTRACT YEAR is each period of twelve (12) months beginning on the Effective Date and on each Contract Anniversary.

DUE PROOF is evidence of death, including but not limited to a certified death certificate issued by the governmental authority where the death occurred, or other evidence satisfactory to Us.

EFFECTIVE DATE is the date this Contract is issued, and it is the date from which Contract Years and Contract Anniversaries will be determined.

HOME OFFICE refers to the Sagicor Life Insurance Company, 4343 N. Scottsdale Rd., Suite 300, Scottsdale, AZ 85251, unless otherwise designated by Us.

IN WRITING means in a written form satisfactory to Us and filed at Our Home Office.

LICENSED PHYSICIAN is a trained physician who is licensed by a governmental agency to practice medicine in the United States and is not the Annuitant, the Owner, or a member of any of their immediate family by blood or marriage.

OWNER is the person or persons entitled to exercise all ownership rights under this Contract.

PENALTY FREE WITHDRAWAL is any amount withdrawn from the Accumulation Value that is not subject to a Market Value Adjustment or a Surrender Charge Percentage.

WE, US, OUR or THE COMPANY refers to Sagicor Life Insurance Company.

YOU or YOUR refers to the current Owner of this Contract.

THE CONTRACT

We have issued this Contract in consideration of Your Application and the payment of Your Single Premium.

ENTIRE CONTRACT

The entire Contract consists of:

- 1. This Contract; and
- 2. The Application attached to this Contract; and
- 3. Any attached amendments and supplements to the Application; and
- 4. Any attached riders and endorsements.

INCONTESTABILITY

In the absence of fraud, We will consider all statements to be representations and not warranties. We can use no such statements to void this Contract, and cannot use them to defend against a claim, unless that statement is in the attached Application or in an amendment or supplement to the Application when issued or delivered.

CHANGE OF CONTRACT TERMS

Only Our President, Secretary or one of Our Vice Presidents can agree to change the terms of

this Contract or to waive Our rights under it. Such agreements must be In Writing and signed by that officer. No producer, nor any other person, can change the terms of or waive Our rights under this Contract in any way.

GENERAL CONTRACT PROVISIONS

NON-PARTICIPATING

This Contract is non-participating and does not share in the profits or surplus of the Company.

MISSTATEMENT OF AGE AND SEX

The age of the Owner and the age and sex of the Annuitant are determined by each person's birth date and sex shown in the Application on the Effective Date of the Contract. However, if there is a misstatement of age or sex Your eligibility for an age determined benefit or the payment of Settlement Option benefits will be based on the correct age or sex, as applicable, of the Owner or Annuitant. Any overpayments or underpayments by Us on account of a misstatement of age or sex shall, with an interest rate of 6%, be charged or credited, as applicable, against the current or next succeeding payments to be made by Us. If there is more than one annuitant, the amount payable pursuant to a Settlement Option will be adjusted due to the misstatement in the age or sex of any annuitant.

ASSIGNMENT

You may transfer, or Assign Your rights under the Contract to someone else. Such an Assignment is not a change of Ownership. Written consent of any Irrevocable Beneficiary is required before any such Assignment is effective.

The claim of any assignee is subordinate to Ours, including any indebtedness to Us. The rights of a revocable Beneficiary and Owner are subject to the rights of the assignee. Rights of an Irrevocable Beneficiary are not subject to the rights of the assignee.

To Assign Your Contract, You must make a request In Writing to Our Home Office. Unless otherwise specified by the Owner, the change will go into effect on the date the notice of assignment is signed, subject to any Payments We make or actions We take prior to Our receipt of the Assignment. We are not responsible for the validity or effect of any Assignment.

ANNUAL STATEMENT

At least once each Contract Year, We will send You a report of the values of this Contract. This report will include for the current report period: the beginning and end dates; the Accumulation Value at the beginning and the end; the amounts that have been credited and debited, by type, to the Accumulation Value; and the Cash Surrender Value. You may request additional Contract Reports. If You request an additional report, We may charge You up to the amount shown in the Contract Data Page for each additional report.

TERMINATION

This Contract will terminate on the earliest of the following dates:

- 1. The day We pay the Death Benefit; and
- 2. The Maturity Date; and
- 3. The day We receive Your request In Writing to terminate this Contract; and
- 4. The day We receive Your request In Writing to begin payments pursuant to an elected Settlement Option; and
- 5. The day We choose to terminate Your Contract due to a Cash Surrender Value of less than \$250.

Upon termination, any Cash Surrender Value will be paid to the Owner.

PREMIUM PAYMENT

PAYMENT AND ACCEPTANCE OF PREMIUM

The Single Premium must be received by Us by the Effective Date and is payable in advance to Us or to an authorized producer. No additional premiums may be paid at any time.

OWNER AND ANNUITANT PROVISIONS

OWNER

The Owner is shown on the Contract Data Page, unless later changed. While the Annuitant is living, the Owner may exercise all rights and privileges granted by this Contract. If there are two or more persons named as Owners, and unless otherwise specified on the Application or on the copy of any Assignment filed with Us, this Contract will be held in joint tenancy with right of survivorship. Any rights and privileges which may be exercised by the Owner may be exercised only with the consent of all joint Owners.

CHANGE OF OWNER

You may change the Owner during the lifetime of the Annuitant. You may name a new Owner by providing a notice of the change to Our Home Office In Writing. You and any Irrevocable Beneficiary must sign the request. Unless otherwise specified by the Owner, the change will take effect on the date the Owner signs the written request, subject to any payments We make or actions We take prior to Our receipt of the change.

CHANGE OF ANNUITANT

You may change the Annuitant at any time before the Maturity Date by providing a notice of the change to Our Home Office In Writing. Such change will take effect on the date the Owner signs the written request. However, it will not affect any action taken by Us before the request is received and recorded by Us in Our Home Office.

The Annuitant may not be changed if the Owner is not a natural person.

BENEFICIARY PROVISIONS

IN GENERAL

The Beneficiary receives the Death Benefit of this Contract upon Your death. The Beneficiary of this Contract is named in the Application unless a new Beneficiary is later named. The Beneficiary is subject to the terms of the Change of Beneficiary provision.

If no named Beneficiary survives Your death, then Your estate becomes the Beneficiary.

PRIMARY/CONTINGENT BENEFICIARY

The Primary and Contingent Beneficiaries (if any) are the persons named on the Application, unless later changed. If more than one person is named as Primary or Contingent Beneficiary, any payment will be made in equal shares to such persons unless otherwise provided. If the Beneficiary is "children," this means children born to or legally adopted by You.

IRREVOCABLE BENEFICIARY

You may on the Application or In Writing to Us designate any Primary Beneficiary as an Irrevocable Beneficiary. An Irrevocable Beneficiary's status or interest in the Contract cannot be changed without the Beneficiary's written consent.

CHANGE OF BENEFICIARY

You may change the Primary and/or Contingent Beneficiary during the lifetime of the Annuitant. This request must be made In Writing. You and any Irrevocable Beneficiary must sign the request. The change will take effect on the date the request is signed. However, it will not affect

any action taken by Us before the request is received and recorded by Us in Our Home Office. An Irrevocable Beneficiary cannot be changed without the written consent of the Irrevocable Beneficiary.

PAYMENT OF PROCEEDS

IN GENERAL

Notwithstanding any provision of this Contract to the contrary, any benefits required to be paid under this Contract will be paid in a manner that satisfies the requirements of Internal Revenue Code Section 72(s), as amended from time to time.

DEATH OF ANNUITANT

If the Owner is not the Annuitant and the Annuitant dies before the Maturity Date and while the Owner is living, the Owner will become the Annuitant, until and unless We receive other written notice.

If the Owner is not a natural person, the Annuitant may not be changed and a new Annuitant may not be designated. For purposes of the Death Provisions, the Annuitant will be considered the Owner, and thus the death of the Annuitant will simultaneously be treated as death of the Owner.

DEATH OF OWNER

If the Owner dies before Annuity Payments begin, then We will pay the Death Benefit as described under the Payment of Death Benefit Provision. The Death Benefit must be distributed within five (5) years of the deceased Owner's death.

The Beneficiary may elect on the claim form to apply this sum under one of the Settlement Options as Payee, provided payments under the Settlement Option begin no later than one year after the Owner's death.

In the event a married couple jointly owns this Contract, the surviving spouse becomes the Owner upon the death of a spouse and may elect to continue the Contract. If two individuals who are not each other's spouse jointly own this Contract, upon the death of one of the Owners the Death Benefit of the Contract must be distributed within five (5) years of the deceased Owner's death.

If the designated Beneficiary is the surviving spouse of the deceased Owner, the surviving spouse may elect to continue the Contract as the new Owner.

PAYMENT OF DEATH BENEFIT

The Death Benefit is shown on the Contract Data Page. Settlement will be made in one lump sum unless a Settlement Option, providing for a different method of payment, is chosen. The Death Benefit will be determined and settlement will be made as of the date Due Proof of death, a properly completed claim form, and this Contract or a lost contract statement, which We require to process the death claim, are received by Us.

Unless You choose otherwise In Writing to Us, payment of any Death Benefit will be made to the first person among the following who is alive following Your death:

- 1. In equal shares, unless otherwise provided, to all living Primary Beneficiaries;
- 2. In equal shares, unless otherwise provided, to all living Contingent Beneficiaries; and
- 3. If no Primary or Contingent Beneficiary is alive when the Death Benefit is first due, We will make payment to the successors, transferees or estate of the Owner.

Except as provided herein, non-survivors, heirs or estates will not be entitled to any shares. Any person who disclaims an interest will be considered not alive for purposes of this Contract as of the date of written disclaimer.

CLAIMS OF CREDITORS

All payments under this Contract are exempt from the claims of creditors to the extent permitted by law. Payment may not be assigned or withdrawn without Our consent before becoming payable.

CONTRACT VALUE PROVISIONS

ACCUMULATION VALUE

The beginning Accumulation Value is the amount of the single premium payment. In any subsequent year, the Accumulation Value equals: the Accumulation Value at the end of the preceding Contract Year; plus any credited interest at the rate applicable to the Accumulation Value, less any Withdrawals and any applicable Market Value Adjustment and any applicable Surrender Charge thereto.

CASH SURRENDER VALUE

The Cash Surrender Value is the greater of: (a) the Accumulation Value adjusted by any applicable Market Value Adjustment and reduced by any applicable Surrender Charge; and (b) the Guaranteed Cash Surrender Value.

GUARANTEED ACCUMULATION VALUE

The Guaranteed Accumulation Value is equal to the Single Premium paid plus interest at the Guaranteed Minimum Fixed Interest Rate, as shown on the Contract Data Page adjusted by Withdrawals.

GUARANTEED CASH SURRENDER VALUE

The Guaranteed Cash Surrender Value equals the single premium paid, less any prior benefit payments plus any related surrender charges and interest credited at the Guaranteed Minimum Fixed Interest Rate to the date of surrender, less any applicable Surrender Charges on the date of surrender.

INTEREST CREDITING

FIXED INTEREST RATE

The Initial Fixed Interest Rate applies to the first Contract Year. The Company will declare, at its discretion, a Fixed Interest Rate for each subsequent Contract Year.

Subsequent Fixed Interest Rates may be higher or lower than the Initial Fixed Interest Rate, but will never be less than the Guaranteed Minimum Fixed Interest Rate.

Subsequent Fixed Interest Rates may differ from the Fixed Interest Rate used for new contracts or for other contracts issued at different times.

GUARANTEED MINIMUM FIXED INTEREST RATE

The Guaranteed Minimum Fixed Interest Rate is shown on the schedule page. In no case will the Fixed Interest Rate for a Contract Year be less than the Guaranteed Minimum Fixed Interest Rate applicable to that Contract Year.

MARKET VALUE ADJUSTMENT ("MVA")

A Withdrawal, in excess of the maximum Penalty Free Withdrawal amount, will be subject to an MVA for the period during which Surrender Charges apply. An MVA, if any, is an amount by which the Accumulation Value withdrawn in excess of the Penalty Free Withdrawal is adjusted.

An MVA will apply to any Withdrawal subject to a Surrender Charge, and will be applied on the date of the Withdrawal prior to the application of the Surrender Charge. An MVA will not apply to any Penalty Free Withdrawal amount, or after the Surrender Charge period.

The MVA will increase the Accumulation Value at the time of a Withdrawal if the Contract's Initial Fixed Interest Rate, less 0.50%, is higher than the Initial Fixed Interest Rate offered for new policies, on the same form and product, when the Withdrawal occurs. Values will decrease if the Initial Fixed Interest Rate for new policies is higher than the Initial Fixed Interest Rate, less 0.50%. If no such form or product is being offered, such Initial Fixed Interest Rate will be determined in a manner consistent with the rate We would have offered for such form or product under existing market conditions at the time of the Withdrawal.

The MVA is calculated by multiplying the applicable MVA factor minus one by the amount of the Accumulation Value withdrawn in excess of the Penalty Free Withdrawal. The MVA factor for a Withdrawal is:

 $MVA Factor = [(1 + I) / (1 + J)] ^N$

Where

I = The Initial Fixed Interest Rate on the Contract's Effective Date as shown on the Contract Data Page less .50%.

J = The Initial Fixed Interest Rate being offered to new policies on the date of the Withdrawal.

N = The number of days between the Withdrawal and the end of the Contract Year divided by 365, plus the number of full Contract Years remaining in which a Surrender Charge may apply.

The MVA can be positive or negative.

The MVA cannot decrease the amount of the Accumulation Value withdrawn by more than the excess, if any, of:

- 1. The current Accumulation Value; over
- 2. The current Guaranteed Accumulation Value.

WITHDRAWALS

IN GENERAL

You may withdraw all or a portion of the Accumulation Value at anytime. The minimum Withdrawal amount that You must request is the lesser of \$500 or the Cash Surrender Value. The Withdrawal amount may have a Market Value Adjustment applied to it and a Surrender Charge deducted from it prior to You receiving Your proceeds. If You surrender the Contract by withdrawing all of the Accumulation Value prior to the commencement of any Annuity Payments, in lieu of a paid-up annuity benefit We will pay the Cash Surrender Value. We reserve the right to defer the payment of any Cash Surrender Value or any Withdrawal for six (6) months after We receive Your Withdrawal request In Writing.

SURRENDER CHARGE

The Surrender Charge is equal to the difference between the amount of the Withdrawal and any available Penalty Free Withdrawal, adjusted by any applicable Market Value Adjustment, multiplied by the applicable percentage from the Table of Surrender Charge Percentages on the Contract Data Page.

NON-PENALTY FREE WITHDRAWALS

At the time of a requested Withdrawal, if the sum of that Withdrawal and all other Withdrawals since the last Contract Anniversary exceeds the amount of the Penalty Free Withdrawal available for that Contract Year, then the portion of that Withdrawal in excess of the Penalty Free Withdrawal amount may have a Market Value Adjustment applied to it and a Surrender Charge deducted from it prior to You receiving Your proceeds.

PENALTY FREE WITHDRAWAL

After the first Contract Year, if We declare a Fixed Interest Rate which is lower than a rate that is one percentage point below the Initial Fixed Interest Rate, You may withdraw the full Accumulation Value without incurring a Surrender Charge and without a Market Value Adjustment being applied. We will inform You at least annually by written notice of any change in the Fixed Interest Rate. You may receive this Penalty Free Withdrawal of the full Accumulation Value if the Company receives the Withdrawal request within thirty (30) days following the date of the first notification to You of the qualifying Fixed Interest Rate reduction. This Penalty Free Withdrawal may be exercised only once the qualifying Fixed Interest Rate is in effect. You will be eligible for this Penalty Free Withdrawal only as a result of the first qualifying Fixed Interest Rate reduction: You will not be eligible as a result of any subsequent reduction that results in a Fixed Interest Rate.

In each Contract Year, You may withdraw, without incurring a Surrender Charge or a Market Value Adjustment being applied, an amount equal to the Maximum Free Percentage, as shown on the Contract Data Page, of the last Contract Anniversary Accumulation Value.

If after the Effective Date of the Contract, You meet the qualifications specified in the Nursing Home Facility or Confined Care Facility Confinement provision or the Terminal Illness provision, the Maximum Free Percentage will be 100%. The Company will determine Your qualification for the 100% Maximum Free Percentage after Your completion and submission to Us of a Company provided qualification determination form. If We determine You to be qualified, You remain qualified from that date forward regardless of Your confinement status after that date.

NURSING HOME FACILITY OR CONFINED CARE FACILITY CONFINEMENT

The qualifications for Nursing Home Facility or Confined Care Facility Confinement are that:

- the Owner had not been confined to a Nursing Home Facility or Confined Care Facility either:
 - a. anytime from the date of the application to the Effective Date of the Contract; or
 - b. for at least thirty (30) consecutive days anytime in the prior one (1) year from the Effective Date of the Contract; and
- 2. the Owner, after the Effective Date of the Contract, had been or has been confined to a Nursing Home Facility or Confined Care Facility for at least ninety (90) consecutive days. The Owner does not have to be confined at the time of submission of a qualification determination form.

The Company will determine Your qualification for the 100% Maximum Free Percentage after Your completion and submission to Us of a Company provided qualification determination form. If We determine You to be qualified, You remain qualified from that date forward regardless of Your confinement status after that date.

Nursing Home Facility is a facility that:

- 1. is licensed by the appropriate governmental licensing agency as a Nursing Home Facility, if the state in which it operates licenses such facilities;
- 2. is operated pursuant to law;
- 3. charges patients for the care provided;
- 4. is primarily engaged in providing, in addition to room and board accommodations, nursing care (skilled, intermediate or custodial) by or under the supervision of a Licensed Physician:
- 5. provides continuous twenty-four (24) hour a day nursing services by or under the supervision of a Registered Nurse;
- 6. has a Licensed Physician available to furnish emergency medical care;
- 7. maintains a daily medical record of each patient; and
- 8. maintains control and records of dispensed medications.

A Confined Care Facility is an institution that provides diagnostic and surgical services by Licensed Physicians.

A Nursing Home Facility or Confined Care Facility does not include any home or facility or part thereof used primarily for: rest; the aged; educational; or rehabilitative care.

TERMINAL ILLNESS

The Company will determine Your qualification for the 100% Maximum Free Percentage under this provision after You provide to Us a Licensed Physician's written diagnosis that Your life expectancy is six (6) months or less. We reserve the right to require, at Your expense, documentation supported by clinical, radiological, histological and laboratory evidence of the terminal illness diagnosis. The documentation must be satisfactory to Us and We may require, at Our expense, an examination or tests by a Licensed Physician of Our choice.

SETTLEMENT OPTIONS

IN GENERAL

All Contract proceeds are payable in one lump sum or under any of the Settlement Options available. The payments We make pursuant to a Settlement Option are called Annuity Payments. A Settlement Option must be elected before Annuity Payments may begin. A Settlement Option may be elected In Writing by You or, in some instances, by a Beneficiary.

ELECTION OF SETTLEMENT OPTION

In Writing, You may elect a Settlement Option for You or a Beneficiary any time prior to the termination of the Contract. You may, also In Writing, change an elected Settlement Option while You are living and prior to the termination of the Contract. A Settlement Option elected for a particular Beneficiary will end if You change that Beneficiary.

If You do not elect a Settlement Option for a Beneficiary prior to Your death, any such Beneficiary may elect on his or her completed claim form a Settlement Option as the method for payment to him or her of the Death Benefit. If a Beneficiary elects a Settlement Option, any amount remaining unpaid when that Beneficiary dies will be paid to his or her estate unless that Beneficiary has named another Beneficiary to receive payment.

ANNUITY PAYMENTS

You may elect to begin Annuity Payments at any time after the Contract's first anniversary. The basis for calculating Annuity Payments that will begin prior to Your death will be the Accumulation Value. A Market Value Adjustment will not apply to the basis amount. The Annuity Payments that result from a Settlement Option that begins payments after Your death will be based on the amount of Death Benefit proceeds to which a Beneficiary is entitled.

Upon Your request to begin Annuity Payments and prior to the beginning of Annuity Payments, the Contract terminates and We issue a supplementary contract with an effective date equal to the date of the first Annuity Payment date. After the effective date of the supplementary contract, the Settlement Option cannot be changed and withdrawals cannot be made.

The Payee is the person named to receive the Annuity Payments under a Settlement Option. An association, corporation, partnership or fiduciary may not be a Payee without Our approval. The Company will make Annuity Payments to the Payee according to the Settlement Option elected.

The Annuitant is the person whose age and sex will be used to calculate the Annuity Payments under a Settlement Option that has a lifetime period. If a person other than the Payee will be the Annuitant pursuant to a Settlement Option, Due Proof the Annuitant is alive and of the Annuitant's age and sex may be required before Annuity Payments begin.

Actuarially equivalent payments for monthly, quarterly, semi-annual or annual intervals may be chosen. The Settlement Options are described in terms of monthly payments. We will quote the

amount of the other payments upon request. For life income options, there is no value that may be commuted, withdrawn or transferred to another option after the date of the first payment.

The minimum amount that may be applied to a Settlement Option is \$2,500. Each Annuity Payment must be at least \$100.00. For a Settlement Option that begins Annuity Payments prior to Your death, the annuity benefits at the time of the commencement of the Annuity Payments will not be less than those that would be provided by the application of the Cash Surrender Value to purchase a single premium immediate annuity contract at purchase rates offered by Us at the same time to the same class of annuitants.

ANNUITY PAYMENTS BEGIN

Annuity Payments begin one month after the date the first of any of the following occurs:

- 1. Our receipt, prior to the Contract reaching its Maturity Date, of Your request In Writing to begin payments pursuant to a Settlement Option; or
- 2. The Maturity Date, if You elected a Settlement Option prior to the Contract reaching its Maturity Date; or
- If You did not elect a Settlement Option prior to the Contract reaching its Maturity Date, Our receipt of Your election of a Settlement Option at any time after the Contract reaching its Maturity Date; or
- 4. If You elected a Settlement Option for a Beneficiary, the date We have received Due Proof of Your death, a completed claim form, and this Contract or a lost contract statement; or
- 5. If You did not elect a Settlement Option for a Beneficiary and We receive from the Beneficiary his or her election of a Settlement Option to receive the Death Benefit payment, either:
 - a. Our receipt of Due Proof of the Owner's Death, a completed claim form, and this Contract or a lost contract statement, if We received the election notice prior to Our receipt of such documentation; or
 - b. Our receipt of the election request, if We received the election request after Our receipt of Due Proof of the Owner's Death, a completed claim form, and this Contract or a lost contract statement.

GUARANTEED INTEREST

Annuity Payments under all Settlement Options are calculated at a guaranteed interest rate of 1.50%.

PROTECTION AGAINST CREDITORS

As permitted by law, funds held and Settlement Option payments shall not be subject to levy, attachment or other judicial process.

SETTLEMENT OPTIONS

Settlement Options of Life will be based on the "Annuity 2000" Table.

Settlement Options are:

1. Income for Fixed Period

We will make guaranteed equal payments at regular intervals from five (5) to twenty (20) years.

2. Life Income

We will make equal payments at one (1) month intervals during the lifetime of the Annuitant named in the supplementary contract.

a. Life with Guaranteed Period

We can guarantee that payments will be made for an elected minimum number of years, even if the Annuitant named in the supplementary contract dies before all the guaranteed payments are made. If the Annuitant named in the supplementary contract dies before the elected minimum number of years has passed, payments will continue to the Beneficiary named in the

supplementary contract for the remainder of the elected minimum number of years. (Option 2, Table 2)

b. Life Only

The Annuity Payments are paid as long as the Annuitant named in the supplementary contract lives. (Option 2, Table 3).

3. Interest

For an agreed period of at least five (5) years, proceeds will be held by Us and will earn interest at a rate We declare annually. During the period:

- a. Interest is paid periodically to the Payee; or
- b. Interest accumulates.

Any time during the period, proceeds plus any accumulated interest may be applied under another Settlement Option. At the end of the period, proceeds plus any accumulated interest may be taken in a lump sum payment or applied under another payment option.

4. Joint and Survivor Life Annuity

We can guarantee that equal payments will be made jointly to two annuitants as long as they both live. When one of the annuitants dies, payments will continue to the survivor under one of the following choices:

- a. Equal monthly payments of the original amount. (Joint and 100% survivor)
- b. Equal monthly payments of 2/3 of the original amount. (Joint and 2/3 survivor)
- c. Equal monthly payments of 1/2 of the original amount. (Joint and 1/2 survivor)
- Income of Fixed Amount

We can guarantee that a certain amount will be paid at fixed intervals until the proceeds and interest earned by the unpaid proceeds have been paid. The payments of a fixed amount must extend over a period of at least five (5) years. Our last payment will be the balance of the proceeds and interest. You determine the amount of each payment, which may be made at twelve (12), six (6), three (3) or one (1) month intervals.

6. We reserve the right to offer additional Settlement Options.

SETTLEMENT OPTION TABLES

The Settlement Option tables show monthly Annuity Payments based on \$1,000 of annuity proceeds. Upon request, the Annuity Payments under any Settlement Option can be paid quarterly, semi-annually or annually. The Annuity Payments for any age, sex or payment frequency not shown are furnished upon request.

SETTLEMENT OPTION TABLES

Monthly Income per \$1,000 of Annuity Proceeds

Guaranteed Basis of Calculation for Payment Options
The basis is the Annuity 2000 table (sex distinct) with a 2-year setback @ 1.5%.

Payment Option 1 –

| Income for Fixed Period | | | | | | |
|-------------------------|-----------------|--|--|--|--|--|
| | ble 1 | | | | | |
| | Fixed Period | | | | | |
| Number of Years | Number of Years | | | | | |
| <u>Payable</u> | Monthly Income | | | | | |
| 5 | \$17.31 | | | | | |
| 6 | \$14.53 | | | | | |
| 7 | \$12.54 | | | | | |
| 8 | \$11.06 | | | | | |
| 9 | \$9.90 | | | | | |
| 10 | \$8.97 | | | | | |
| 11 | \$8.22 | | | | | |
| 12 | \$7.59 | | | | | |
| 13 | \$7.05 | | | | | |
| 14 | \$6.60 | | | | | |
| 15 | \$6.20 | | | | | |
| 16 | \$5.86 | | | | | |
| 17 | \$5.55 | | | | | |
| 18 | \$5.28 | | | | | |
| 19 | \$5.04 | | | | | |
| 20 | \$4.82 | | | | | |
| | | | | | | |

Payment Option 2 – Life Income – Monthly Income

| | Т | able 2 | Ta | able 3 |
|------------|---------------------------|---------------|-------------|---------------|
| | Life with 10 Year Certain | | Life Only | |
| <u>Age</u> | <u>Male</u> | <u>Female</u> | <u>Male</u> | <u>Female</u> |
| 50 | 3.11 | 2.89 | 3.12 | 2.90 |
| 51 | 3.17 | 2.94 | 3.19 | 2.95 |
| 52 | 3.23 | 3.00 | 3.25 | 3.01 |
| 53 | 3.30 | 3.06 | 3.33 | 3.07 |
| 54 | 3.37 | 3.12 | 3.40 | 3.13 |
| 55 | 3.45 | 3.19 | 3.48 | 3.20 |
| 56 | 3.53 | 3.26 | 3.56 | 3.27 |
| 57 | 3.61 | 3.33 | 3.65 | 3.35 |
| 58 | 3.69 | 3.40 | 3.74 | 3.43 |
| 59 | 3.79 | 3.48 | 3.84 | 3.51 |
| 60 | 3.88 | 3.57 | 3.94 | 3.60 |
| 61 | 3.98 | 3.66 | 4.05 | 3.69 |
| 62 | 4.09 | 3.75 | 4.17 | 3.79 |
| 63 | 4.20 | 3.85 | 4.29 | 3.89 |
| 64 | 4.32 | 3.95 | 4.42 | 4.01 |
| 65 | 4.44 | 4.06 | 4.56 | 4.12 |
| 66 | 4.57 | 4.18 | 4.71 | 4.25 |
| 67 | 4.71 | 4.30 | 4.87 | 4.39 |
| 68 | 4.85 | 4.43 | 5.05 | 4.53 |
| 69 | 5.00 | 4.57 | 5.23 | 4.68 |
| 70 | 5.15 | 4.71 | 5.42 | 4.85 |

Payment Ontion 4 - Joint and Survivor Life Income

| Payment Option 4 - Joint and Survivor Life Income | | | | | | | |
|---|-----------------------------|-------------------------------------|----------------------------------|----------------------------------|--|--|--|
| Table 4 | | | | | | | |
| | | | | | | | |
| <u>Male</u> Age | <u>Female</u> <u>Age</u> | <u>Joint &</u> 100% Survivor | <u>Joint &</u> ⅔ Survivor | <u>Joint &</u> ½ Survivor | | | |
| 50 | 45 | 2.50 | 2.74 | 2.87 | | | |
| 50 | 50 | 2.63 | 2.87 | 3.01 | | | |
| 55 | 55 | 2.87 | 3.17 | 3.33 | | | |
| 60 | 55 | 2.98 | 3.33 | 3.53 | | | |
| 65 | 60 | 3.31 | 3.76 | 4.02 | | | |
| 65 | 65 | 3.59 | 4.05 | 4.33 | | | |
| 70 | 65 | 3.76 | 4.33 | 4.69 | | | |
| 70 | 70 | 4.14 | 4.74 | 5.12 | | | |
| 75 | 70 | 4.37 | 5.12 | 5.59 | | | |
| 75 | 75 | 4.90 | 5.71 | 6.23 | | | |



LIFE INSURANCE COMPANY

4343 N. Scottsdale Rd., Suite 300 Scottsdale, Arizona 85251/1-888-724-4267 SagicorLifeUSA.com

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT WITH MARKET VALUE ADJUSTMENT FEATURE

Fixed Interest Rate
Non-Participating
Contains a Benefit Waiving Surrender Charges



4343 N. Scottsdale Rd. #300 Scottsdale, AZ 85251 T (888) 724-4267 F (800) 324-8943

Individual Annuity Application

| | Proposed Annui | tant Inform | ation | | | |
|-------------------------------|------------------------------|---------------|-----------------------|-------|------|-----------------|
| Name: | | | | | Sex: | ☐ Male |
| (First) | (Middle) | | (Last) | | | ☐ Female |
| Date of Birth: | Social Security #: | | _ Email Address: | | | |
| Government Issued Picture ID: | Type/State: | | Numbe | er: | | |
| Street Address: | | | | | | |
| | (Street) | | (City) | | (Si | tate, ZIP Code) |
| Phone No: Home (|) Work | () | Oth | her | () | |
| | Proposed Joint And | nuitant Info | rmation | | | |
| Name: | | | | | Sex: | ☐ Male |
| (First) | (Middle) | | (Last) | | | ☐ Female |
| Date of Birth: | Social Security #: | | Email Address: | | | |
| Government Issued Picture ID: | Type/State: | | Numbe | r: | | |
| Street Address: | | | | | | |
| Olicot Address. | (Street) | | (City) | | (Si | tate, ZIP Code) |
| Phone No: Home (|) Work | () | Oth | her | () | |
| • | osed Owner Information (If o | | • | , | | |
| Name: | a Trust, please provide a co | py or the r | itie and Signature pa | ayes | Sex: | Male |
| (First) | (Middle) | | (Last) | | Jex. | ☐ Female |
| Date of Birth: | Social Security #: | | Email Address: | | | |
| | , | | | | | |
| Government Issued Picture ID: | Type/State: | | Numbe | r: | | |
| Street Address: | | | | | | |
| | (Street) | | (City) | | (Si | tate, ZIP Code) |
| Phone No: Home (|) Work | () | Oth | her | () | |
| Proposed | Joint Owner Information (If | other than th | ne Proposed Joint Ani | nuita | nt) | |
| Name: | | | | | Sex: | ☐ Male |
| (First) | (Middle) | | (Last) | | | ☐ Female |
| Date of Birth: | Social Security #: | | Email Address: | | | |
| Government Issued Picture ID: | Type/State: | | Numbe | r: | | |
| Street Address: | | | | | | |
| | (Street) | | (City) | | (Si | tate, ZIP Code) |
| Phone No: Home (|) Work | () | Oth | her | () | |

| Coverage Information | | | | | | |
|---|-----------------------|-------------------|---------------------|---------------|----------------|--|
| Product Applied For: [Single Premium Deferred Annuity (SPDA)] [Single Premium Immediate Annuity (SPIA)] | | | | | | |
| [Fixed Indexed Annuity with bonus (FIA)] Other: | | | | | | |
| Premium with Application: \$ | If 1035 Exc | change/Transfe | r – Anticipated | Amount: \$ | | |
| | | | | | | |
| Payout Option for the SPIA Product – Ple | ease Select ONE: | [Life Inco | me with Period | Certain | years] | |
| [Period Certain years] [| Life Income] | [Joint Life | Income | % Survivo | or Percentage] | |
| [Joint Life with Period Certain] | years | · | % Survivo | Percentage] | | |
| Payment Frequency Options: | thly 🔲 Quarterly | y 🗌 Semi-Ar | nnually \square A | nnually | | |
| Maturity Date: | | | | | | |
| | | | | | | |
| Premium Tax Status | | | Premium I | nformation | | |
| ☐ Non-Qualified ☐ Traditio | nal IRA | ☐ Single Pre | mium Initia | I Amount: | \$ | |
| ☐ Roth IRA ☐ 403(b) | | ☐ Flexible Pr | remium Freq | uency Amount: | \$ | |
| Qualified Other | | ☐ Monthly (E | FT Only) | Quarterly | | |
| | | Semi – An | nually | ☐ Annually | | |
| If this is an IRA contribution, please indicate | the amount and to | ax year: \$ | | | <i>"</i> | |
| | | | (amount) | (| (tax year) | |
| | Ponlacomor | at Information | | | | |
| 4 Mill and life incompany or appoint in this | • | nt Information | | | | |
| Will any life insurance or annuity in this of this application? (If YES, please list Form.) | | | | | ☐ Yes ☐ No | |
| 2. Does the Proposed Annuitant(s) or an | y Proposed Additio | onal Annuitant(s) |): | | | |
| a) Have any other life insurance or a | annuity in force? | | | | ☐ Yes ☐ No | |
| b) Have any application (including re | einstatement) for lif | e insurance or a | annuity now pe | nding? |] Yes □ No | |
| 3. Has the Proposed Annuitant(s) or any Proposed Additional Annuitant(s) applied for any life insurance or annuity in the last ninety (90) days? (If YES, please list the policy or contract below.) Yes □ No | | | | | | |
| Proposed Insured/Additional Insured | Company | Policy # | Amount | Issue Date | Plan Type | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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| | tion (If this is a Trus ditional Beneficiaries, | | | he Title and Signature to this application) | e pages) |
|---------------------------|--|------|------------------|---|----------|
| Primary Beneficiary | | | | Percentage: | |
| N. | | | | | |
| Name: (First) | (Middle) | | (Last) | Relationship. | |
| Street Address: | | | | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: | | |
| Primary Beneficiary | | | _ | | |
| Name: | | | | | |
| (First) | (Middle) | | (Last) | <u> </u> | |
| Street Address: | | | | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: | | |
| Primary Beneficiary | | | | Percentage: | |
| Nama | | | | Relationship: | |
| Name: (First) | (Middle) | | (Last) | <u> </u> | |
| Street Address: | (wildaio) | | (Eddi) | | |
| Officer Address. | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | • | SSN or Tax ID: | , | |
| Primary Beneficiary | | | _ | | |
| Name: | | | | | |
| (First) | (Middle) | | (Last) | Neiationship. | |
| Street Address: | , , | | (3339 | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: | | |
| Contingent Beneficiary | | | _ | | |
| Name: | | | | | |
| (First) | (Middle) | | (Last) | Relationship. | |
| Street Address: | | | | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: | | |
| Contingent Beneficiary | | | _ | | |
| Name: | | | | Relationship: | |
| (First) | (Middle) | | (Last) | | |
| Street Address: | | | | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: | | |
| Contingent Beneficiary | | | _ | | |
| Name: | | | | Relationship: | |
| (First) | (Middle) | | (Last) | | |
| Street Address: | | | | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: _ | | |
| | | | | | |

| | PROPOSED OWN | NER'S STATEMENT | | | | | | |
|---|---|---|--|--|--|--|--|--|
| either because (a) I have not | vers are true, complete, as the exclusive basis of an icor Life Insurance Corecretary can make, modisthe Proposed Owner(s), d above for me is the cobeen notified by the Irre to report all interest or | ny annuity issued hereon. mpany, not to the producer. The ca ify, discharge, or waive any of the 0 certify that: (1) the Social Security correct number; and (2) I am not su internal Revenue Service (IRS) the internal dividends, or (b) the IRS has not inches. A) will result in no additional tax ac | anceled check is my receipt. Company's rights. y Number(s) or Federal Tax abject to backup withholding at I am subject to backup ified me that I am no longer dvantage from the annuity. | | | | | |
| Signed at (City, State): | | Date: | | | | | | |
| Proposed Owner Signature | | Proposed Joint Owner Signate | ure | | | | | |
| Producer Name (please print) | | Producer Number | | | | | | |
| Producer Signature | Producer Signature | | | | | | | |
| | PRODUCED! | S STATEMENT | | | | | | |
| | TRODUCER | OUNTER | | | | | | |
| I have correctly recorded in Owner. To the best of my knowledg The disclosure material has provided to the Proposed A | To the best of my knowledge, replacement is is not involved in this transaction. The disclosure material has been presented to the Proposed Applicant and/or Proposed Owner and a copy was provided to the Proposed Applicant and/or Proposed Owner. I have not made statements which differ from this material nor have I made any promises about the future equity values of | | | | | | | |
| Producer's Name & Phone Nu | umber (Please Print) | Signature o | of Producer | | | | | |
| Producer # | Signed at | City State | Date | | | | | |
| | | City State | | | | | | |
| | ADDITIONAL | L PRODUCERS | | | | | | |
| Additional Producer Names | (Please Print) | Producer Identification Number | Percentage Split | | | | | |
| Each licensed producer will s | hare the commission eq | ually unless otherwise indicated. | | | | | | |

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DISCLOSURES

Upon written request, We will provide You with factual information regarding the benefits and provisions of the annuity contract for which You are applying. If You are not satisfied with Your annuity contract for any reason, You may return it within thirty (30) days after receipt for a refund of premium.

REDEMPTIONS FROM OPTIONAL RETIREMENT PROGRAMS AND OTHER PLANS: Distributions from employer-sponsored retirement programs, including Optional Retirement Programs, will be subject to any limitations imposed by the plan.

For Louisiana Optional Retirement Program Participants Only: For participants in the Louisiana Optional Retirement Program, withdrawals are limited by the plan and must take the form of an annuity payable over Your lifetime or the joint lifetime of You and Your beneficiary.

For Texas Optional Retirement Program Participants Only:

- Benefits in the Texas Optional Retirement Program vest after one year and one day of participation in one or more optional retirement plans.
- Benefits under the Texas Optional Retirement Program are available to You only after You attain the age of 70 ½
 years, or terminate participation by death, retirement, or termination of employment in all Texas institutions of
 higher education.
- Sagicor Life Insurance Company will require written verification from the program administrator of Your qualification for any requested redemption of any annuity benefits purchased under the Texas Optional Retirement Program.

FRAUD WARNING

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Arizona: For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

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Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.

Delaware, Idaho and Indiana: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Minnesota: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

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New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud, which is a crime, and may subject such person to criminal and civil penalties.

Tennessee and Virginia: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Texas: Any person knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in prison.

Utah: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines and denial of insurance benefits.

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SERFF Tracking Number: AMFD-126957386 State: Arkansas State Tracking Number: 47638

Filing Company: Sagicor Life Insurance Company

Company Tracking Number: 3005

TOI: A02I Individual Annuities- Deferred Non-Sub-TOI: A02I.003 Single Premium

Variable

Product Name: Single Premium Deferred Annuity

3005/3005 Project Name/Number:

Supporting Document Schedules

Item Status: Status

Date:

Flesch Certification Satisfied - Item:

Comments: Attachment:

AR COC signed.pdf

Item Status: Status

Date:

Application Satisfied - Item:

Comments:

The application is also under the Form Schedule tab.

Attachment:

5040 Annuity App filed.pdf

ARKANSAS DEPARTMENT OF INSURANCE

CERTIFICATION OF COMPLIANCE

The undersigned, possessing authority to act on behalf of the insurer named below, hereby swears and affirms that: on knowledge and belief, the insurance product filing with which this Certification of Compliance is filed is a complete filing as required by Arkansas law, and the said insurance product filing is in compliance with all applicable statutes, and rules and regulations promulgated by the Arkansas Department of Insurance, including, but not limited to, Ark. Code 23-79-138, Regulation 19 and Regulation 49.

Date: December 21, 2010

James Golembiewski

AVP Compliance and Assoc General Counsel

Sagicor Life Insurance Company



4343 N. Scottsdale Rd. #300 Scottsdale, AZ 85251 T (888) 724-4267 F (800) 324-8943

Individual Annuity Application

| | Proposed Annui | tant Inform | ation | | | |
|-------------------------------|------------------------------|---------------|-----------------------|-------|------|-----------------|
| Name: | | | | | Sex: | ☐ Male |
| (First) | (Middle) | | (Last) | | | ☐ Female |
| Date of Birth: | Social Security #: | | _ Email Address: | | | |
| Government Issued Picture ID: | Type/State: | | Numbe | er: | | |
| Street Address: | | | | | | |
| | (Street) | | (City) | | (Si | tate, ZIP Code) |
| Phone No: Home (|) Work | () | Oth | her | () | |
| | Proposed Joint And | nuitant Info | rmation | | | |
| Name: | | | | | Sex: | ☐ Male |
| (First) | (Middle) | | (Last) | | | ☐ Female |
| Date of Birth: | Social Security #: | | Email Address: | | | |
| Government Issued Picture ID: | Type/State: | | Numbe | r: | | |
| Street Address: | | | | | | |
| Olicel Address. | (Street) | | (City) | | (Si | tate, ZIP Code) |
| Phone No: Home (|) Work | () | Oth | her | () | |
| • | osed Owner Information (If o | | • | , | | |
| Name: | a Trust, please provide a co | py or the r | itie and Signature pa | ayes | Sex: | Male |
| (First) | (Middle) | | (Last) | | Jex. | ☐ Female |
| Date of Birth: | Social Security #: | | Email Address: | | | |
| | , | | | | | |
| Government Issued Picture ID: | Type/State: | | Numbe | r: | | |
| Street Address: | | | | | | |
| | (Street) | | (City) | | (Si | tate, ZIP Code) |
| Phone No: Home (|) Work | () | Oth | her | () | |
| Proposed | Joint Owner Information (If | other than th | ne Proposed Joint Ani | nuita | nt) | |
| Name: | | | | | Sex: | ☐ Male |
| (First) | (Middle) | | (Last) | | | ☐ Female |
| Date of Birth: | Social Security #: | | Email Address: | | | |
| Government Issued Picture ID: | Type/State: | | Numbe | r: | | |
| Street Address: | | | | | | |
| | (Street) | | (City) | | (Si | tate, ZIP Code) |
| Phone No: Home (|) Work | () | Oth | her | () | |

| Coverage Information | | | | | | |
|---|-----------------------|-------------------|---------------------|---------------|----------------|--|
| Product Applied For: [Single Premium Deferred Annuity (SPDA)] [Single Premium Immediate Annuity (SPIA)] | | | | | | |
| [Fixed Indexed Annuity with bonus (FIA)] Other: | | | | | | |
| Premium with Application: \$ | If 1035 Exc | change/Transfe | r – Anticipated | Amount: \$ | | |
| | | | | | | |
| Payout Option for the SPIA Product – Ple | ease Select ONE: | [Life Inco | me with Period | Certain | years] | |
| [Period Certain years] [| Life Income] | [Joint Life | Income | % Survivo | or Percentage] | |
| [Joint Life with Period Certain] | years | · | % Survivo | Percentage] | | |
| Payment Frequency Options: | thly 🔲 Quarterly | y 🗌 Semi-Ar | nnually \square A | nnually | | |
| Maturity Date: | | | | | | |
| | | | | | | |
| Premium Tax Status | | | Premium I | nformation | | |
| ☐ Non-Qualified ☐ Traditio | nal IRA | ☐ Single Pre | mium Initia | I Amount: | \$ | |
| ☐ Roth IRA ☐ 403(b) | | ☐ Flexible Pr | remium Freq | uency Amount: | \$ | |
| Qualified Other | | ☐ Monthly (E | FT Only) | Quarterly | | |
| | | Semi – An | nually | ☐ Annually | | |
| If this is an IRA contribution, please indicate | the amount and to | ax year: \$ | | | <i>"</i> | |
| | | | (amount) | (| (tax year) | |
| | Ponlacomor | at Information | | | | |
| 4 Mill and life incompany or appoint in this | • | nt Information | | | | |
| Will any life insurance or annuity in this of this application? (If YES, please list Form.) | | | | | ☐ Yes ☐ No | |
| 2. Does the Proposed Annuitant(s) or an | y Proposed Additio | onal Annuitant(s) |): | | | |
| a) Have any other life insurance or a | annuity in force? | | | | ☐ Yes ☐ No | |
| b) Have any application (including re | einstatement) for lif | e insurance or a | annuity now pe | nding? |] Yes □ No | |
| 3. Has the Proposed Annuitant(s) or any Proposed Additional Annuitant(s) applied for any life insurance or annuity in the last ninety (90) days? (If YES, please list the policy or contract below.) Yes □ No | | | | | | |
| Proposed Insured/Additional Insured | Company | Policy # | Amount | Issue Date | Plan Type | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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| | tion (If this is a Trus ditional Beneficiaries, | | | he Title and Signature to this application) | e pages) |
|---------------------------|--|------|------------------|---|----------|
| Primary Beneficiary | | | | Percentage: | |
| N. | | | | | |
| Name: (First) | (Middle) | | (Last) | Relationship. | |
| Street Address: | | | | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: | | |
| Primary Beneficiary | | | _ | | |
| Name: | | | | | |
| (First) | (Middle) | | (Last) | <u> </u> | |
| Street Address: | | | | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: | | |
| Primary Beneficiary | | | | Percentage: | |
| Nama | | | | Relationship: | |
| Name: (First) | (Middle) | | (Last) | <u> </u> | |
| Street Address: | (wildaio) | | (Eddi) | | |
| Officer Address. | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | • | SSN or Tax ID: | , | |
| Primary Beneficiary | | | _ | | |
| Name: | | | | | |
| (First) | (Middle) | | (Last) | Neiationship. | |
| Street Address: | , , | | (3339 | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: | | |
| Contingent Beneficiary | | | _ | | |
| Name: | | | | | |
| (First) | (Middle) | | (Last) | Relationship. | |
| Street Address: | | | | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: | | |
| Contingent Beneficiary | | | _ | | |
| Name: | | | | Relationship: | |
| (First) | (Middle) | | (Last) | | |
| Street Address: | | | | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: | | |
| Contingent Beneficiary | | | _ | | |
| Name: | | | | Relationship: | |
| (First) | (Middle) | | (Last) | | |
| Street Address: | | | | | |
| | Street | City | | (State/ZIP Code) | |
| Date of Birth/Trust Date: | | | SSN or Tax ID: _ | | |
| | | | | | |

| | PROPOSED OWN | NER'S STATEMENT | | | | | | |
|---|---|---|--|--|--|--|--|--|
| either because (a) I have not | vers are true, complete, as the exclusive basis of an icor Life Insurance Corecretary can make, modisthe Proposed Owner(s), d above for me is the cobeen notified by the Irre to report all interest or | ny annuity issued hereon. mpany, not to the producer. The ca ify, discharge, or waive any of the 0 certify that: (1) the Social Security correct number; and (2) I am not su internal Revenue Service (IRS) the internal dividends, or (b) the IRS has not inches. A) will result in no additional tax ac | anceled check is my receipt. Company's rights. y Number(s) or Federal Tax abject to backup withholding at I am subject to backup ified me that I am no longer dvantage from the annuity. | | | | | |
| Signed at (City, State): | | Date: | | | | | | |
| Proposed Owner Signature | | Proposed Joint Owner Signate | ure | | | | | |
| Producer Name (please print) | | Producer Number | | | | | | |
| Producer Signature | Producer Signature | | | | | | | |
| | PRODUCED! | S STATEMENT | | | | | | |
| | TRODUCER | OUNTER | | | | | | |
| I have correctly recorded in Owner. To the best of my knowledg The disclosure material has provided to the Proposed A | To the best of my knowledge, replacement is is not involved in this transaction. The disclosure material has been presented to the Proposed Applicant and/or Proposed Owner and a copy was provided to the Proposed Applicant and/or Proposed Owner. I have not made statements which differ from this material nor have I made any promises about the future equity values of | | | | | | | |
| Producer's Name & Phone Nu | umber (Please Print) | Signature o | of Producer | | | | | |
| Producer # | Signed at | City State | Date | | | | | |
| | | City State | | | | | | |
| | ADDITIONAL | L PRODUCERS | | | | | | |
| Additional Producer Names | (Please Print) | Producer Identification Number | Percentage Split | | | | | |
| Each licensed producer will s | hare the commission eq | ually unless otherwise indicated. | | | | | | |

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DISCLOSURES

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For Louisiana Optional Retirement Program Participants Only: For participants in the Louisiana Optional Retirement Program, withdrawals are limited by the plan and must take the form of an annuity payable over Your lifetime or the joint lifetime of You and Your beneficiary.

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- Benefits in the Texas Optional Retirement Program vest after one year and one day of participation in one or more optional retirement plans.
- Benefits under the Texas Optional Retirement Program are available to You only after You attain the age of 70 ½
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New Mexico: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud, which is a crime, and may subject such person to criminal and civil penalties.

Tennessee and Virginia: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Texas: Any person knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in prison.

Utah: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines and denial of insurance benefits.

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